

Excise Tax Exempt

Pierce County, WA

09/28/2020 3:27 PM

Electronically Submitted

ACLARK1

202009281866

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09/28/2020 3:27 PM

Pages: 7

Fee: \$109.50

Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Josh Lambert

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES****Wilcox Property**

Grantor: Nisqually Land Trust

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON
STATE RECREATION AND CONSERVATION OFFICE, including any
successor agencies.

Abbreviated

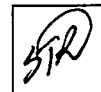
Legal

Description: Ptn SE 18-16-3 and Ptn NE 19-16-3 (More particularly described in Exhibit
"A" (Legal Description), and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 0316184500, 0316184501, 0316184502 &
0316191000

Reference Numbers of Documents Assigned or Released:

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from
the State Building Construction Account – Salmon Recovery Funding Board and Puget Sound

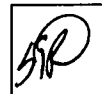


Acquisition and Restoration Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Wilcox Reach – North Shoreline Protection, Project Number 16-1450 signed by the Grantor on the 13th day of March, 2018 and the Grantee the 15th day of March, 2018 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian and upland habitat. This habitat supports or may support priority species or groups of species including but not limited to Puget Sound Chinook salmon and steelhead trout.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
3. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
4. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities,



characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

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GRANTOR:

Grantor Name: Nisqually Land Trust

By: Joe Kane

Name: Joe Kane

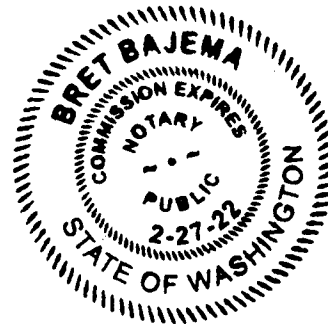
Title: Executive Director

Dated this 25th day of SEPTEMBER, 2020STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that JOE KANE
is the person who appeared before me, and said person acknowledged that they signed this
instrument, on oath stated that they were authorized to execute the instrument and acknowledge
it as the EXECUTIVE DIRECTOR for the Grantor, NISQUALLY LAND TRUST
and to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

Dated: Septemb. 25 2020Signed: [Signature]

Notary Public in and for the State of Washington,

residing in Olympia, WAMy commission expires 2/27/22

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
FOLLOWS

A small rectangular box containing a handwritten signature or set of initials, which appear to be "BKR".

GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE
SALMON RECOVERY FUNDING BOARD, administered by the WASHINGTON
STATE RECREATION AND CONSERVATION OFFICE

By: Scott Robinson

Name: Scott Robinson

Title: Deputy Director

Dated this 11th day of September, 2020

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Scott T. Robinson
is the person who appeared before me, and said person acknowledged that they signed this
instrument, on oath stated that they were authorized to execute the instrument and acknowledge
it as the Deputy Director for the Recreation and Conservation Office and to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 11, 2020

Signed: Leslie Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-21

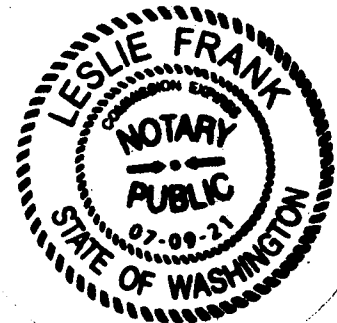


EXHIBIT A
Legal Description

PARCEL A:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18,
TOWNSHIP 16 NORTH, RANGE 3 EAST, W.M. IN PIERCE COUNTY, WASHINGTON.

PARCEL B:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THAT PORTION OF SECTION 18,
TOWNSHIP 16 NORTH, RANGE 3 EAST, W.M., LYING WITHIN PIERCE COUNTY,
WASHINGTON; EXCEPT THE EAST 30 THEREOF.

PARCEL C:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 18, TOWNSHIP 16 NORTH, RANGE 3 EAST, W.M., LYING WITHIN PIERCE
COUNTY, WASHINGTON AND LYING NORTH OF THE BOUNDARY ESTABLISHED
BY BOUNDARY AGREEMENT AND QUIT CLAIM DEED RECORDED UNDER
RECORDING NO. 2220092.

PARCEL D:

THA PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER
AND OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION
19, TOWNSHIP 16 NORTH, RANGE 3 EAST, W.M., IN PIERCE COUNTY, WASHINGTON
LYING NORTH OF THE NORTH LINE OF THE ORDINARY HIGH WATER LINE OF THE
NISQUALLY RIVER.

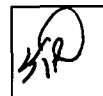
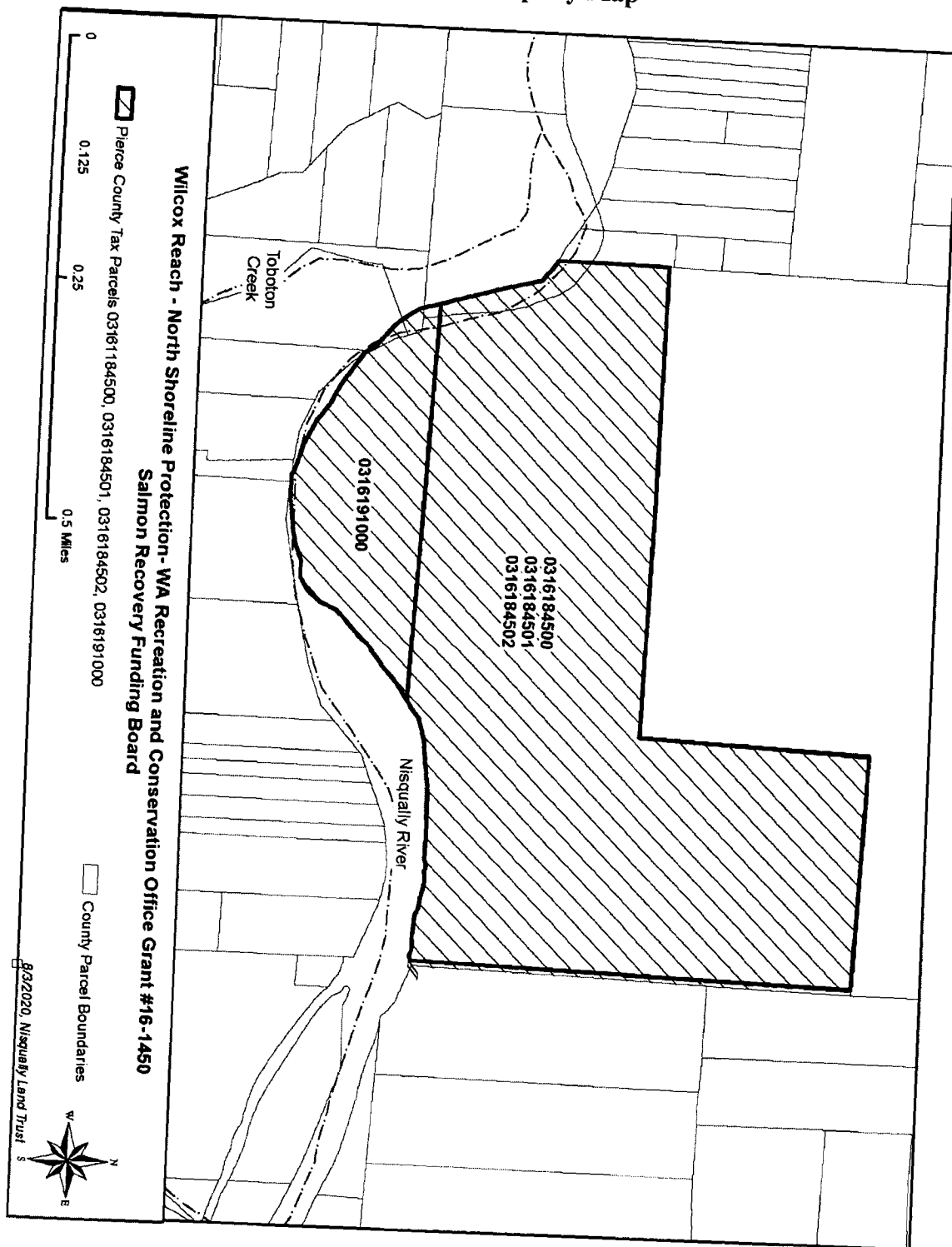


EXHIBIT B Property Map



57R